

# City of Memphis



A C WHARTON, JR.  
MAYOR

TENNESSEE

March 18, 2013

The Honorable Shea Flinn  
Personnel, Intergovernmental & Annexation Committee  
City Hall - Room 514  
Memphis, TN 38103

Dear Chairman Flinn:

Subject to Council approval, it is my recommendation that:

**Pace Cooper**

be appointed to the Memphis and Shelby Airport Authority with a term expiring December 31, 2017.

I have attached biographical information.

Sincerely,

A handwritten signature in dark ink, appearing to read "A C Wharton", is written over the printed name and title.

A C Wharton  
Mayor

ACW/mb

c: Council Members



# City of Memphis

## BIOGRAPHICAL INFORMATION APPOINTMENT TO BOARD/COMMISSION

Airport Authority  
BOARD/COMMISSION

Name: Pace Cooper Race Caucasian M ☒ F ☐

E-Mail Address: pcooper@cooperhotels.com Fax 901-274-9169

Profession/Employer: Cooper Hotels

Business Address: 1661 Aaron Brenner Drive Zip 38120 Phone: 901-322-1418

Education: BA Columbia University, MBA Harvard Business School

Name of Spouse: Aileen Cooper Number of Children: 6

Home Address: 5475 Shady Grove Terrace Phone: 901-767-1410

City: Memphis State: TN Zip: 38120

I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Yes ☒ or No ☐ If yes, how long? 49 years

### Professional Organization/Associations:

Chairman of Multi-Franchise Owners Group, Past President of the International Association of Holiday Inns, Hilton Owners Advisory Council member

### Other Organizations/Association:

Past President of Margolin Hebrew Academy, First Vice-President of Baron Hirsch Congregation

### Other Interests:

Signature Pace Cooper Date 3/18/13



PACE COOPER

Pace Cooper is President and CEO of Cooper Hotels, founded by his late father, Irby Cooper, in 1959. Cooper Hotels is a leading hospitality development and management company. The company currently owns and manages 23 hotels in seven states including 14 Hilton Family of Brands hotels (five Doubletrees, three Hiltons, two Homewoods, two Hilton Garden Inns, one Hampton & Suites and one Embassy Suites). In 2010, the company opened a Hampton Inn & Suites at the Detroit Metro Airport, marking its third Hilton brand hotel located there.

Cooper Hotels owns the distinction of being the only company to own and operate all of the major franchised brands within the Hilton Family of Brands. The company was named 2010 Global Hotel Owner of the Year by the HotelWorld Network.

Unique acquisitions have included the purchase and restoration (and subsequent sale) of the famous Nashville landmark Hermitage Hotel, which is on the National Historic Register, and the purchase and historic retrofit of a downtown Atlanta office building, which is now a Hampton Inn & Suites.

Mr. Cooper has served as president of various organizations on both local and international levels and is a long-term member and current chairman of the Multi-Franchise Owners Group.

He serves on a myriad of boards, and he served many years as president of the Margolin Hebrew Academy/Feinstone Yeshiva of the South. Mr. Cooper received his BA from Columbia College and a MBA from Harvard Business School. He is often interviewed and quoted in hospitality industry and business publications around the country and speaks at various hospitality conferences.

Mr. Cooper attended the first ever White House Conference on Tourism and Travel and served as chairman of the National Conference of Christians and Jews.

Mr. Cooper is married to Aileen, and they are the parents of six children, including two sets of twins.

For more information on Cooper Companies, please visit [www.cooperhotels.com](http://www.cooperhotels.com).

# **MEMPHIS & SHELBY COUNTY AIRPORT AUTHORITY**

**7 Member Board**

**(5) City & (2) County Nominations**

**Oath of Office Required**

**7 Year Term**

## ***City***

Hilliard, Herbert	M/B	12-31-14	7yr. Term
Keras Jr., James	M/W	12-31-18	7yr. Term
Perl, Arnold -resigned	M/W	12-31-17	7yr. Term
Stokes, John W.	M/W	12-31-15	7yr. Term
Wharton, Ruby	F/B	12-31-12	7yr. Term

## ***County***

Sammons, Jack	M/W	12-31-16	7yr. Term
Thompson, Jon K.	M/W	12-31-13	7yr. Term

**Kemp Conrad (City Council Liaison)**



## City Council Resolution Template – 8-28-12



### ORDINANCE NO:

AN ORDINANCE TO AMEND CHAPTER 2, CODE OF ORDINANCES, CITY OF MEMPHIS, BY AMENDING SECTION 2-228 (ASPHALTIC BINDER PAVING OF STREETS CONSTRUCTED AS PART OF STANDARD IMPROVEMENT CONTRACTS; COSTS.)

**WHEREAS**, the Memphis City Council adopted Ordinance #5271 on September 26, 2008, requiring that the Developer of lands within the City of Memphis shall be responsible for the costs of placing the asphaltic binder paving, surface course paving and street striping on streets constructed as part of a standard improvement contract; and

**WHEREAS**, it is necessary to modify the required minimum bond amount and warranty period to be provided by the Developer as originally adopted so as to be consistent with the bond amounts and warranty periods required by Shelby County.

**NOW THEREFORE,**

**SECTION 1: BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS,**

That Chapter 2, Code of Ordinances, City of Memphis, be and the same is hereby amended as follows:

By replacing Section 2-228(a), Asphaltic Binder Pavement of streets constructed as part of standard improvement contracts; costs, with the following language:

- (a) The Developer entering into a standard improvement contract with the City of Memphis shall be responsible for bearing the full expense of the asphaltic binder, surface course paving and striping on all streets located within the city limits of Memphis which are required to be constructed, widened, improved, modified or adjusted by the Developer as a part of the standard improvement contract as prescribed below.
  - (1) All paving materials, pavement markings and construction methods shall meet the requirements of the standard construction specifications of the City of Memphis and the plans approved by the City Engineer.
  - (2) The thickness, width and type of base material shall meet the requirements of the Memphis and Shelby County Unified Development Code and the Standard Construction Specifications of the City of Memphis Division of Engineering for each type and

## City Council Resolution Template – 8-28-12

classification of street unless an alternative base material is approved by the City Engineer.

- (3) a. Upon satisfactory completion of all other work required in the standard improvement contract, and after supplying the City Engineer with standard density test data provided by an independent soils testing laboratory, the Developer shall pave each street specified in the contract with an asphaltic binder, one and one-half (1 ½ ) inches thick.
  - b. Upon satisfactory inspection of the asphaltic binder course by the City of Memphis, the Developer shall pave each street specified in the contract with the surface course, one and one-half (1 ½ ) inches thick; unless otherwise specified by the approved engineering plans.
  - c. If a pavement marking plan is required by the City Engineer, the developer shall install all pavement markings on each street in accordance with the approved engineering plans.
- (4) No contract for subdivision development improvements shall be accepted by the Memphis City Council until such time as the Developer has posted a performance bond for ten percent (10%) of the value of the public infrastructure improvements required herein. Said performance bond shall remain in force through the Warranty Period, as described in Section 5.
- (5) All standard improvement contracts and other contracts providing for the construction of roads to be maintained by the City of Memphis shall require the Developer to provide a one-year bonded warranty for ten percent (10%) of the value of all labor and materials installed within the dedicated right-of-way for roadway pavement, drainage structures, sanitary sewer house connections and other improvements provided by the Developer. The warranty is to be provided for the purpose of repairing failures to listed improvements that occur during the Warranty Period due to construction damage, defects in materials and workmanship, including, but not limited to, backfill and sub-grade compaction. All such repairs shall be at the Developer's sole expense. The warranty to be provided pursuant to this section shall not extend to deficiencies arising from earthquake, flood and other natural catastrophes, acts of God or any other occurrences for which the Developer cannot reasonably be held responsible. The one-year period (the Warranty Period) will begin upon acceptance by the Memphis City Council of all improvements completed by the Developer. The value of the bond supplied during the Warranty Period shall be equal to ten percent (10%) of the value all labor and materials installed within the dedicated right-of-way for roadway pavement, drainage structures, sanitary sewer house connections and other improvements provided by the Developer (the Warranty Bond). The warranty shall require the Developer to rectify all deficiencies that subsequently occur in the pavement, sub-grade compaction or utilities construction within the right-of-way within seven (7) working

## City Council Resolution Template – 8-28-12

days of having been notified by the City of Memphis Division of Public Works that deficiencies exist. Developer shall immediately repair and otherwise rectify any and all deficiencies to the satisfaction of the City Engineer. Upon expiration of the Warranty Period, the Developer shall request a final inspection from the City Engineer. A written report of such inspection, outlining items to be repaired, shall be delivered to the Developer within seven (7) working days after the Developer's request. Developer will promptly make any and all corrections required to the work and notify the City Engineer when such work is ready for re-inspection. When the City Engineer determines by such inspection that the roadway system and all appurtenances are in good condition, the Paving Bond shall be released.

- (6) The following timetable shall apply to the implementation of the paving requirements set forth herein:
- (a) For all unexpired standard improvement contracts entered into between the City of Memphis and the Developer before the effective date of this Ordinance, pavement standards stated in such contract shall remain in force.
  - (b) For all standard improvement contracts entered into between the City of Memphis and Developer before the effective date of this Ordinance, but which contracts have expired, a contract extension will not be approved without an accompanying amendment that complies with the requirements outlined herein.
  - (c) For all subdivision improvement contracts entered into between the City of Memphis and Developer after the effective date of this Ordinance, the requirements herein apply in full.

**SECTION 2: BE IT FURTHER ORDAINED,** That the remaining provisions of Section 2-228 shall remain in full force and effect.

**SECTION 3: BE IT FURTHER ORDAINED,** That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts is held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

**SECTION 4: BE IT FURTHER ORDAINED,** That this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller and become effective as otherwise provided by law.



## Memphis City Council Summary Sheet

Resolution appropriating Sewer Construction Funds for SW01032 Cedar Creek Sewer Extension

- This project will extend sewer to a new development.
- This project was initiated by a developer.
- This project does not require any changes to existing ordinances or resolutions.
- This item is to approve funding for a construction contract.
- This item requires approval to appropriate CIP funds for this project.

This is a resolution appropriating Construction Funds for SW01032 Cedar Creek Sewer Extension

**WHEREAS**, the Council of the City of Memphis approved Miscellaneous Subdivision Outfalls, project number SW01001, as part of the Public Works Fiscal Year 2013 Capital Improvement Budget; and

**WHEREAS**, bids were taken on February 15, 2013 for sewer repair at Cedar Creek Sewer Extension with the lowest complying bid of four bids being \$90,283.30 submitted by Argo Construction; and

**WHEREAS**, it is necessary to reduce Sewer Revenue Bonds in Miscellaneous Subdivision Outfall, project number SW01001 and establish an allocation funded by Capital Pay Go-Sewer in Cedar Creek Sewer Extension, project number SW01032 in the amount of \$99,312.00 for sewer repair at Cedar Creek Sewer Extension; and

**WHEREAS**, it is necessary transfer a construction allocation of \$99,312.00 from Miscellaneous Subdivision Outfalls, project number SW01001 to Cedar Creek Sewer Extension, project number SW01032; and

**WHEREAS**, it is necessary to appropriate \$99,312.00 funded by Capital Pay Go-Sewer in Cedar Creek Sewer Extension project number SW01032 as follows:

<b>Contract Amount</b>	<b>\$90,284.00</b>
<b>Project Contingencies</b>	<b><u>9,028.00</u></b>
<b>Total Amount</b>	<b>\$99,312.00</b>

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2013 Capital Improvement Budget be and is hereby amended by reducing Sewer Revenue Bonds in Miscellaneous Subdivision Outfall, project number SW01001 and establish an allocation funded by Capital Pay Go-Sewer in Cedar Creek Sewer Extension, project number SW01032 in the amount of \$99,312.00 for sewer repair at Cedar Creek Sewer Extension.

**BE IT FURTHER RESOLVED** that the Fiscal Year 2013 Capital Improvement Budget be and is hereby amended by transferring a construction allocation of \$99,312.00 from Miscellaneous Subdivision Outfalls, project number SW01001 to Cedar Creek Sewer Extension, project number SW01032.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$99,312.00 funded by Capital Pay Go-Sewer chargeable to the FY 2013 Capital Improvement Budget and credited as follows:

<b>Project Title</b>	<b>Cedar Creek Sewer Extension</b>
<b>Project Number</b>	<b>SW01032</b>
<b>Total Amount</b>	<b>\$99,312.00</b>



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

This is a Resolution requesting the approval of the sale of surplus plus property known as old Fire Station #22 located at the intersection of Lamar and Kimball Avenue, also known as Parcel #059017 00001 according to City Ordinance 2-291.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

General Services

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

This item is not a change to an existing ordinance.

**4. State whether this requires a new contract, or amends an existing contract, if applicable.**

This item does not require a new contract, or amend and existing contract.

**5. State whether this requires an expenditure of funds/requires a budget amendment.**

This item does not require and expenditure of funds, or budget amendment.





## **A Resolution approving the sale of Old Fire Station #22**

**WHEREAS**, the City of Memphis is the owner of property known as Old Fire Station #22 located at the intersection of Lamar and Kimball Avenue, and further described as Parcel #059017 00001. The City no longer has a need for the facility and has declared it surplus property; and

**WHEREAS**, Mr. Khalid Monthanna of the ASK CORP is desirous of purchasing Old Fire Station #22, and has submitted an offer of \$180,000.00 along with \$18,000.00 as earnest money; and

**WHEREAS**, the sale of Old Fire Station #22 will increase the City's General Fund, generate tax revenue, and eliminate blight and maintenance cost for the City of Memphis; and

**WHEREAS**, it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that said sale be accepted subject to City Ordinance 2-291 as well as the terms and conditions in the Offer to Purchase.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the offer made by Mr. Khalid Monthanna in the above described property be hereby accepted subject to the City Ordinance 2-291 which states in part, "properties receiving an initial bid offer exceeding twenty thousand dollars (\$20,000) shall be submitted to the City Council for first and second reading. The second reading shall be final. However at the second reading, subsequent bidders may be permitted to bid in open council session but the first increased bid must be a minimum of five hundred dollars (\$500). Thereafter, additional increases must be in minimum increments of fifty dollars (\$50). Failure of the highest bidder to follow through with the purchase of the property will result in the next highest bidder being accepted as Purchaser." Earnest Money deposits by a Prospective Purchaser will be returned if the Prospective Purchaser is not the highest bidder; however, the Earnest Money deposit may be forfeited by the Prospective Purchaser's failure to follow through with the purchase of the property.

**BE IT FURTHER RESOLVED**, that subject to the ordinance, the City of Memphis Real Estate Department shall prepare and arrange for the execution of the quit claim deed, and any other documents incidental to the completion of the transfer, and the Mayor of the City of Memphis is hereby authorized to execute said deeds or any other documents necessary to complete the sale and conveyance.

## OFFER TO PURCHASE

OWNER OF PROPERTY: CITY OF MEMPHIS, herein after referred to "Seller"

OFFER SUBMITTED BY: ASK CORP, herein after referred to as "Purchaser"

Address: 680 N. Bellevue Blvd., Memphis, TN 38107 Contact: Khalid Monthanna / Shaher Hasan

1. **PRICE OFFERED:** One Hundred Eighty Thousand Dollars (\$180,000.00)

**TERMS:** All Cash at closing.

**EARNEST MONEY:** Eighteen Thousand Dollars (\$18,000.00) (Certified or Cashier's Check or Cash) to be applied on Sales price at closing.

2. **SALE AND PURCHASE:** Purchaser agrees to purchase and accept all of the terms and conditions of this Contract for the Purchase Price (as defined below). Seller agrees to convey and assign to Purchaser, the following: all of the real property located in the County of Shelby, City of Memphis, State of Tennessee, known as 0 Lamar, and identified by the Shelby County Tax Assessor as Ward 059, Block 017, Parcel 001; containing 0.715 acres, more or less, together with all rights, privileges, and appurtenances belonging or appertaining to such land.
3. **SETTLEMENT:** To be made within thirty (30) days after offer is accepted by the Seller. Failure to perform within time specified shall cause agreement to be voidable at Seller's option without notice and any earnest money, cash payment or expenses will be forfeited, at Seller's option. Forfeiture of earnest money deposit does not constitute Seller's exclusive remedy and Seller does not waive its option to sue for any damages or losses it may incur resulting from Purchaser's failure to perform within the specified time mentioned herein.
4. **TITLE:** To be conveyed by quit claim deed and subject to any rights of persons in possession, conditions, restrictions, encroachments, and further subject to any existing easements granted to any public utility or otherwise, reserving any existing easements recorded or unrecorded in favor of the City of Memphis and/or County of Shelby or any quasi-public entity or authority for any existing public utilities, or facilities, including but not limited to storm and sanitary sewer systems, electric, gas, water or communications lines. Seller shall not be required to execute any document concerning condition or marketability of title including but not limited to "Sellers Affidavit as to Title" and Purchaser specifically understands and agrees to accept property in its present condition of marketability without any warranties, guarantees or promises of marketability or insurability of title and without recourse against the Seller, its employees, agents or representatives.
5. **TAXES:** Property to be delivered free of all prior taxes. However, the Purchaser will be responsible for all property taxes levied after the date of settlement of this property transfer.
6. **ABSTRACT OF TITLE, TAXES AND JUDGEMENTS:** Not required of Seller.
7. **POSSESSION:** To be given on delivery of deed, subject to the rights of any tenants in possession.
8. **ACCEPTANCE:** It is understood and agreed that this Contract is subject to approval and acceptance by the proper City of Memphis officials as evidenced by their signatures below and approval of this purchase by proper resolution by City Council, and in accordance with the City Ordinance. Per the City's ordinance, properties receiving an initial bid offer exceeding "twenty thousand dollars" (\$20,000) shall be submitted to the City Council for first and second reading. The second reading shall be final. However at the second reading, subsequent bidders may be permitted to bid in open council session but the first increased bid must be a minimum of "five hundred dollars" (\$500). Thereafter, additional increases must be in minimum increments of "fifty dollars" (\$50). Failure of the highest bidder to follow through with the purchase of the property will result in the next highest bidder being accepted as Purchaser. Earnest Money



deposits by a Prospective Purchaser will be returned if the Prospective Purchaser is not the highest bidder; however, the Earnest Money deposit may be forfeited by the Prospective Purchaser's failure to follow through with the purchase of the property.

This property is/ is not subject to a bidding process per City of Memphis ordinance.

LM  
Initial here

9. **CLOSING EXPENSES:** Purchaser to pay all closing expenses. Sellers will provide a quit claim deed using the Seller's form.
10. **REAL ESTATE COMMISSION:** The parties hereto acknowledge that NO real estate commission is involved in this agreement, however, if it is subsequently determined that a real estate commission is due in connection with this agreement, Buyers agree to pay said real estate commission.
11. **TITLE GUARANTY POLICY:** Purchaser may elect to acquire a title guaranty policy, at its own expense. If the Purchaser is unable to acquire a title guaranty from any of the local title companies prior to closing, said Purchaser may elect to withdraw its offer by notifying the Seller in writing, and the Earnest Money deposit shall be refunded. The Seller in no way agrees to warrant title or marketability of same. The Seller shall not be liable for expenses incurred by the Purchaser in its attempt to insure title.
12. **WARRANTIES:** Seller makes no warranties and does not accept any liability arising out of the environmental condition of the property or any compliance with applicable laws and regulations regarding environmental issues. Seller makes no representations or warranties about the condition of the improvements and Purchaser agrees to accept same in an "as is" condition.
13. **PROHIBITED USES:** Purchaser agrees not to use the property for purposes of erecting an outdoor advertising sign or billboard and further Purchaser understands that the deed conveying the property will restrict all future owners from using the property to erect an outdoor advertising sign or billboard.
14. **COSTS TO ENFORCE CONTRACT:** Should any party to this Contract bring an action against any other party to this Contract to enforce the terms hereof, then the prevailing party in such action shall be entitled to recover from the other party all costs incurred by the prevailing party in bringing the action, including attorney's fees.
15. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties relating to the subject matter hereof and cannot be changed except by their written consent.
16. **NOTICES:** All notices shall be in writing and delivered to the notice address set forth below by one of the following methods: (1) by a prepaid overnight delivery service; or (2) by U.S. postal service, postage prepaid, certified or registered mail, return receipt requested. In the case of delivery by prepaid overnight delivery service or U.S. postal service, postage prepaid, certified or registered mail, return receipt requested, such notice shall be deemed received on the day of delivery or on the third business day after postmark for U.S. postal service.

TO SELLER:

City of Memphis Real Estate Manager  
City Hall, 125 North Main, Room 568  
Memphis, Tennessee 38103  
(901) 576 - 6673

TO PURCHASER: c/o Khalid Monthanna / Shaher Hasan  
ASK CORP  
680 N. Bellevue Blvd.  
Memphis, TN 38107  
(901) 833-5917 / (901) 591-6673

17. **GOVERNING LAW.** The validity, meaning, and effect of this Contract shall be determined in accordance with the laws of the State of Tennessee applicable to contracts made and to be performed in Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws principles. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
18. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Contract may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Contract may be executed and delivered by e-mail, facsimile, or other means of electronic or digital signature with the same force and effect as if original signatures hereto were delivered; provided, however, that if either party provides an electronic form of signature it will, upon request of the other party, promptly deliver an original signature hereto.
19. **PARTIAL INVALIDITY.** If any provision or provisions, or any portion of any provision or provisions, of this Contract is found by a court of law to be in violation of any applicable local, state, or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Contract to be illegal, invalid, void, or unlawful as written, then it is the intent of Seller and Purchaser that any such portion, provision, or provisions shall be given force to the fullest possible extent that they are legal, valid, and enforceable, that the remainder of this Contract shall be construed as if such illegal, invalid, unlawful, or void portion, provision, or provisions were not contained herein, and that the rights, obligations, and interests of Seller and Purchaser under the remainder of the Contract shall continue in full force and effect.
20. **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, administrators, successors, and assignees.
21. **CAPTIONS.** The captions of this Contract are inserted for convenience of reference only and in no way describe or limit the scope of this Contract or any of the provisions hereof.
22. **TIME OF THE ESSENCE.** Time is of the essence of this Contract.
23. **EXECUTED:** by Seller and Purchaser in multiple originals on the date(s) shown below their respective signatures. The date upon which this Contract is fully executed by the last party signatory hereto is the "Effective Date."

*Signatures on next page*

IN WITNESS THEREOF, the parties have signed this CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, effective as of the Effective Date, by their duly authorized representatives.

**CITY OF MEMPHIS**

\_\_\_\_\_  
AC Wharton, Jr., Mayor

**ASK CORP**

  
\_\_\_\_\_  
Khalid Monthanna

**APPROVED:**

\_\_\_\_\_  
City Attorney

**ATTEST:**

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
Director of General Services

\_\_\_\_\_  
Real Estate Manager

  
\_\_\_\_\_  
Right of Way Agent



# CHEYENNE JOHNSON

## Assessor of Property

Property Location and Owner Information	2012 Appraisal and Assessment Information
<p>Parcel ID: 059017 00001</p> <p>Property Address: 0 LAMAR AVE</p> <p>Municipal Jurisdiction: MEMPHIS</p> <p>Neighborhood Number: 00715F01</p> <p>Land Square Footage: 31145</p> <p>Acres: 0.7150</p> <p>Lot Dimensions:</p> <p>Subdivision Name: SMITH ISAAC</p> <p>Subdivision Lot Number:</p> <p>Plat Book and Page:</p> <p>Number of Improvements: 0</p> <p>Owner Name: CITY OF MEMPHIS</p> <p>In Care Of:</p> <p>Owner Address: GENERAL DELIVERY</p> <p>Owner City/State/Zip: MEMPHIS, TN 38101 9999</p>	<p>Class: EXEMPT</p> <p>Land Appraisal: \$ 4,500</p> <p>Building Appraisal: \$ 0</p> <p>Total Appraisal: \$ 4,500</p> <p>Total Assessment: \$ 0</p> <p>Greenbelt Land: \$ 0</p> <p>Homesite Land: \$ 0</p> <p>Homesite Building: \$ 0</p> <p>Greenbelt Appraisal: \$ 0</p> <p>Greenbelt Assessment: \$ 0</p> <p><a href="#">Click Here for 2011 Values</a></p> <p><a href="#">View: Assessor's GIS Map</a></p> <p><a href="#">View: GIS Parcel Map</a></p>

Dwelling Construction Information	
<p>Stories:</p> <p>Exterior Walls:</p> <p>Land Use: - EXEMPT</p> <p>Year Built:</p> <p>Total Rooms:</p> <p>Bedrooms:</p> <p>Bathrooms:</p> <p>Half Baths:</p> <p>Basement Type:</p>	<p>Heat:</p> <p>Fuel:</p> <p>Heating System:</p> <p>Fireplace Masonry:</p> <p>Fireplace Pre-Fab:</p> <p>Ground Floor Area:</p> <p>Total Living Area:</p> <p>Car Parking:</p>

**Other Buildings on Site for this Property**  
**See Permits Filed for this Property**  
**See Sales Data for this Property**

**Disclaimer:** The information presented on this web site is based on the inventory of real property found within the jurisdiction of the county of Shelby in the State of Tennessee. Shelby County assumes no legal responsibility for the information contained within this web site. This is not a bill and does not serve as a notice or invoice for payment of taxes nor does it replace scheduled notices mailed to property owners.

[Home](#) | [Contact](#) | [Ethics](#) | [F. A. Q.](#) | [Filing Calculator](#) | [Filing Requirements](#) | [Forms](#) | [Glossary](#) | [History](#) | [Links](#) | [Mortgage Calculator](#)

Tom Leatherwood

Shelby County Register of Deeds

**Property Data**

Owner: CITY OF MEMPHIS  
 Property Address: 0 LAMAR AVE  
 Tax District: MEMPHIS  
 Parcel ID: 059017 00001  
 Tax Map: 168A TIF PDE  
 Year Built:  
 Lot Number:  
 Subdivision Name: SMITH ISAAC  
 Plat BK. & PG.:  
 Dimensions:  
 Land Total:  
 Total Acres: 0.72  
 Owner's address: 0 GENERAL DELIVERY  
 MEMPHIS, TN 38101-9999  
 Class: EXEMPT  
 Use: EXEMPT  
 Zoning: C-H  
 Taxes: [County Tax Info](#)  
[Memphis Tax Info](#)  
 Appraisal: [Appraisal Info](#)  
[Recent and Comparable Sales Search](#)

**Property Transactions**

There are no transactions available.

**NAD83 Coordinates**

X Coordinate: 781354  
 Y Coordinate: 301213



Property data, transactions and parcels reflect information from the April 2012 certified tax roll. More recent information is available at [Property Search](#).

Property tax maps and parcel boundaries do not reflect accurate survey information or exact legal ownership boundaries but are only provided for general information purposes.

Property tax maps are provided to the County Register by the County Assessor's office "on or before October 1 of each year" according to T.C.A. 67-5-806.

Aerial Map - 2004 is from the 2004 USGS flyover. Parts of North and Southwest Shelby County were not included in this flyover.

FEMA data is based on their Q3 Flood Data product. More information is available at [http://www.fema.gov/plan/prevent/fhm/fq\\_q3.shtml](http://www.fema.gov/plan/prevent/fhm/fq_q3.shtml).

Soil data is derived from the United States Department of Agriculture, Natural Resources Conservation Service. More information is available at <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>.

Cemetery points were provided by the Shelby County Historical Commission and do not reflect accurate survey information or exact cemetery locations within parcels. The information provided is for general purposes only.

**Shelby County**

Search Type: Address

0 LAMAR AVE

To optimize search, leave street direction and type off. ie., MAIN instead of N MAIN ST.

- ☒ Parcels
- ☒ Streets
- ☐ 2ft Contours - 2006
- ☐ FEMA Flood Plain
- ☐ Cemeteries
- AERIALS**
- ☐ Parks
- ☐ Streams
- ☐ Parcel IDs
- ☐ Soil Data

**CITY BOUNDARIES****LEGENDS**

## Memphis City Council Summary Sheet



## Memphis City Council Summary Sheet

### 1. Description of the Item (Resolution, Ordinance, etc.)

This is a Resolution requesting the approval of the sale of surplus plus property acquired by tax sale #3 in 1986. The Property is located at 0 Benjestown Road located in Shelby County, also known as Parcel #069004 00152, according to City Ordinance 2-291.

### 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

General Services

### 3. State whether this is a change to an existing ordinance or resolution, if applicable.

This item is not a change to an existing ordinance.

### 4. State whether this requires a new contract, or amends an existing contract, if applicable.

This item does not require a new contract, or amend and existing contract.

### 5. State whether this requires an expenditure of funds/requires a budget amendment.

This item does not require and expenditure of funds, or budget amendment.

## City Council Resolution



### **A Resolution approving the sale of 0 Benjestown Road**

**WHEREAS**, the City of Memphis is the owner of property acquired by tax sale #3 in 1986. The Property is located at at 0 Benjestown Road, and further described as Parcel #069004 00152. The City no longer has a need for the property and has declared it surplus property; and

**WHEREAS**, Mr. Jimmy T Wood is desirous of purchasing 0 Benjestown Road, and has submitted an offer of \$25,000.00 along with \$2,500.00 as earnest money; and

**WHEREAS**, the sale of 0 Benjestown Road will increase the City's General Fund, generate tax revenue, and eliminate blight and maintenance cost for the City of Memphis; and

**WHEREAS**, it is deemed to be in the best interest of the Citizens of the City of Memphis and County of Shelby that said sale be accepted subject to City Ordinance 2-291 as well as the terms and conditions in the Offer to Purchase.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the offer made by Mr. Jimmy T Wood in the above described property be hereby accepted subject to the City Ordinance 2-291 which states in part, "properties receiving an initial bid offer exceeding twenty thousand dollars (\$20,000) shall be submitted to the City Council for first and second reading. The second reading shall be final. However at the second reading, subsequent bidders may be permitted to bid in open council session but the first increased bid must be a minimum of five hundred dollars (\$500). Thereafter, additional increases must be in minimum increments of fifty dollars (\$50). Failure of the highest bidder to follow through with the purchase of the property will result in the next highest bidder being accepted as Purchaser." Earnest Money deposits by a Prospective Purchaser will be returned if the Prospective Purchaser is not the highest bidder; however, the Earnest Money deposit may be forfeited by the Prospective Purchaser's failure to follow through with the purchase of the property.

**BE IT FURTHER RESOLVED**, that subject to the ordinance, the City of Memphis Real Estate Department shall prepare and arrange for the execution of the quit claim deed, and any other documents incidental to the completion of the transfer, and the Mayor of the City of Memphis is hereby authorized to execute said deeds or any other documents necessary to complete the sale and conveyance.



## OFFER TO PURCHASE

OWNER OF PROPERTY: CITY OF MEMPHIS, herein after referred to "Seller"  
OFFER SUBMITTED BY: Jimmy T. Wood, Inc, herein after referred to as "Purchaser"  
Address: 0 Benjestown Road Memphis, TN 38127 Contact: James L. Kirby

1. **PRICE OFFERED:** Twenty Five Thousand Dollars (\$25,000.00)  
**TERMS:** All Cash at closing.  
  
**EARNEST MONEY:** Two Thousand Five Hundred Dollars (\$2,500.00) (Certified or Cashier's Check or Cash) to be applied on Sales price at closing.
2. **SALE AND PURCHASE:** Purchaser agrees to purchase and accept all of the terms and conditions of this Contract for the Purchase Price (as defined below). Seller agrees to convey and assign to Purchaser, the following: all of the real property located in the County of Shelby, City of Memphis, State of Tennessee, known as 0 Benjestown Road, Parcel ID# 069004 00152, identified by the Shelby County Tax Assessor as Ward 69, Block 4, Parcel 152, recorded in book # 3369 page # 418, containing 4.07 acres, more or less, together with all rights, privileges, and appurtenances belonging or appertaining to such land.
3. **SETTLEMENT:** To be made within thirty (30) days after offer is accepted by the Seller. Failure to perform within time specified shall cause agreement to be voidable at Seller's option without notice and any earnest money, cash payment or expenses will be forfeited, at Seller's option. Forfeiture of earnest money deposit does not constitute Seller's exclusive remedy and Seller does not waive its option to sue for any damages or losses it may incur resulting from Purchaser's failure to perform within the specified time mentioned herein.
4. **TITLE:** To be conveyed by quit claim deed and subject to any rights of persons in possession, conditions, restrictions, encroachments, and further subject to any existing easements granted to any public utility or otherwise, reserving any existing easements recorded or unrecorded in favor of the City of Memphis and/or County of Shelby or any quasi-public entity or authority for any existing public utilities, or facilities, including but not limited to storm and sanitary sewer systems, electric, gas, water or communications lines. Seller shall not be required to execute any document concerning condition or marketability of title including but not limited to "Sellers Affidavit as to Title" and Purchaser specifically understands and agrees to accept property in its present condition of marketability without any warranties, guarantees or promises of marketability or insurability of title and without recourse against the Seller, its employees, agents or representatives.
5. **TAXES:** Property to be delivered free of all prior taxes. However, the Purchaser will be responsible for all property taxes levied after the date of settlement of this property transfer.
6. **ABSTRACT OF TITLE, TAXES AND JUDGEMENTS:** Not required of Seller.
7. **POSSESSION:** To be given on delivery of deed, subject to the rights of any tenants in possession.
8. **ACCEPTANCE:** It is understood and agreed that this Contract is subject to approval and acceptance by the proper City of Memphis officials as evidenced by their signatures below and/or their approval of this purchase by proper resolution, and in accordance with the City Ordinance.
9. **CLOSING EXPENSES:** Purchaser to pay all closing expenses. Sellers will provide a quit claim deed using the Seller's form.
10. **REAL ESTATE COMMISSION:** The parties hereto acknowledge that NO real estate



commission is involved in this agreement, however, if it is subsequently determined that a real estate commission is due in connection with this agreement, Buyers agree to pay said real estate commission.

11. **TITLE GUARANTY POLICY:** Purchaser may elect to acquire a title guaranty policy, at its own expense. If the Purchaser is unable to acquire a title guaranty from any of the local title companies prior to closing, said Purchaser may elect to withdraw its offer by notifying the Seller in writing. The Seller in no way agrees to warrant title or marketability of same. The Seller shall not be liable for expenses incurred by the Purchaser in its attempt to insure title.
12. **WARRANTIES:** Seller makes no warranties and does not accept any liability arising out of the environmental condition of the property or any compliance with applicable laws and regulations regarding environmental issues. Seller makes no representations or warranties about the condition of the improvements and Purchaser agrees to accept same in an "as is" condition.
13. **PROHIBITED USES:** Purchaser agrees not to use the property for purposes of erecting an outdoor advertising sign or billboard and further Purchaser understands that the deed conveying the property will restrict all future owners from using the property to erect an outdoor advertising sign or billboard.
14. **COSTS TO ENFORCE CONTRACT:** Should any party to this Contract bring an action against any other party to this Contract to enforce the terms hereof, then the prevailing party in such action shall be entitled to recover from the other party all costs incurred by the prevailing party in bringing the action, including attorney's fees.
15. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties relating to the subject matter hereof and cannot be changed except by their written consent.
16. **NOTICES:** All notices shall be in writing and delivered to the notice address set forth below by one of the following methods: (1) by a prepaid overnight delivery service; or (2) by U.S. postal service, postage prepaid, certified or registered mail, return receipt requested. In the case of delivery by prepaid overnight delivery service or U.S. postal service, postage prepaid, certified or registered mail, return receipt requested, such notice shall be deemed received on the day of delivery or on the third business day after postmark for U.S. postal service.

TO SELLER: City of Memphis Real Estate Manager  
City Hall, 125 North Main, Room 568  
Memphis, Tennessee 38103  
(901) 576 - 6673

TO PURCHASER: Jimmy T. Wood, Inc.  
Attention: Marvin Frick  
382 Klinke Road  
Memphis, Tennessee 38127

With copy to: James L. Kirby  
Harris Shelton Hanover Walsh, PLLC  
One Commerce Square, Suite 2700  
Memphis, TN 38103

17. **GOVERNING LAW.** The validity, meaning, and effect of this Contract shall be determined in accordance with the laws of the State of Tennessee applicable to contracts made and to be

performed in Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws principles. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

18. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Contract may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Contract may be executed and delivered by e-mail, facsimile, or other means of electronic or digital signature with the same force and effect as if original signatures hereto were delivered; provided, however, that if either party provides an electronic form of signature it will, upon request of the other party, promptly deliver an original signature hereto.
19. **PARTIAL INVALIDITY.** If any provision or provisions, or any portion of any provision or provisions, of this Contract is found by a court of law to be in violation of any applicable local, state, or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Contract to be illegal, invalid, void, or unlawful as written, then it is the intent of Seller and Purchaser that any such portion, provision, or provisions shall be given force to the fullest possible extent that they are legal, valid, and enforceable, that the remainder of this Contract shall be construed as if such illegal, invalid, unlawful, or void portion, provision, or provisions were not contained herein, and that the rights, obligations, and interests of Seller and Purchaser under the remainder of the Contract shall continue in full force and effect.
20. **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, administrators, successors, and assignees.
21. **CAPTIONS.** The captions of this Contract are inserted for convenience of reference only and in no way describe or limit the scope of this Contract or any of the provisions hereof.
22. **TIME OF THE ESSENCE.** Time is of the essence of this Contract.
23. **EXECUTED:** by Seller and Purchaser in multiple originals on the date(s) shown below their respective signatures. The date upon which this Contract is fully executed by the last party signatory hereto is the "Effective Date."

*Signatures on next page*

IN WITNESS THEREOF, the parties have signed this CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, effective as of the Effective Date, by their duly authorized representatives.

**CITY OF MEMPHIS**

\_\_\_\_\_  
AC Wharton, Jr., Mayor

**APPROVED:**

\_\_\_\_\_  
City Attorney

**ATTEST:**

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
Director of General Services

\_\_\_\_\_  
Real Estate Manager

**JIMMY T. WOOD, INC.**

\_\_\_\_\_  
President

JAMES T. WOOD, JR.

[Home](#) | [Contact](#) | [Ethics](#) | [F. A. Q.](#) | [Filing Calculator](#) | [Filing Requirements](#) | [Forms](#) | [Glossary](#) | [History](#) | [Links](#) | [Mortgage Calculator](#)

Tom Leatherwood

Shelby County Register of Deeds

**Property Data**

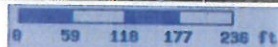
Owner: MEMPHIS CITY OF TAX  
SALE #3 EXH #7336  
Address: 0 BENJESTOWN  
Tax District: MEMPHIS  
Parcel ID: 069004 00152  
Tax Map: 91D [TIF PDF](#)  
Year Built:  
Lot Number:  
Subdivision Name:  
Plat BK. & PG.:  
Dimensions:  
Land Total:  
Total Acres: 4.07  
Owner's address: 125 N MAIN ST  
MEMPHIS, TN 38103-2026  
Class: EXEMPT  
Use: - VACANT LAND  
Zoning: RS-6  
Taxes: [County Tax Info](#)  
[Memphis Tax Info](#)  
Appraisal: [Appraisal Info](#)  
[Recent and Comparable Sales Search](#)

**Property Transactions**

Item 1  
Inst #: 9415-2  
Inst Type: CHANCERY COURT  
Sales Date: 03/12/1986  
Sales Price:  
Item 2  
Inst #: [3396-418](#)  
Inst Type: UNKNOWN  
Sales Date: 12/16/1954  
Sales Price: 100

**NAD83 Coordinates**

X Coordinate: 762081  
Y Coordinate: 349070



Property data, transactions and parcels reflect information from the April 2012 certified tax roll. More recent information is available at [Property Search](#).

Property tax maps and parcel boundaries do not reflect accurate survey information or exact legal ownership boundaries but are only provided for general information purposes.

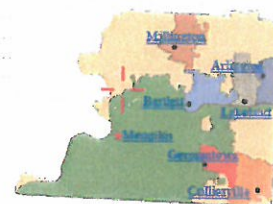
Property tax maps are provided to the County Register by the County Assessor's office "on or before October 1 of each year" according to T.C.A. 67-5-806.

Aerial Map - 2004 is from the 2004 USGS flyover. Parts of North and Southwest Shelby County were not included in this flyover.

FEMA data is based on their Q3 Flood Data product. More information is available at [http://www.fema.gov/plan/prevent/fhm/fq\\_q3.shtml](http://www.fema.gov/plan/prevent/fhm/fq_q3.shtml).

Soil data is derived from the United States Department of Agriculture, Natural Resources Conservation Service. More information is available at <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>.

Cemetery points were provided by the Shelby County Historical Commission and do not reflect accurate survey information or exact cemetery locations within parcels. The information provided is for general purposes only.

**Shelby County**

Search Type: Address

0 BENJESTOWN

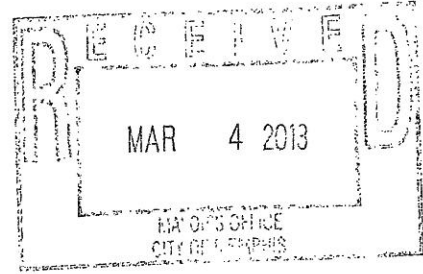
To optimize search, leave street direction and type off, ie., MAIN instead of N MAIN ST.

- ☒ Parcels
- ☒ Streets
- ☐ 2ft Contours - 2006
- ☐ FEMA Flood Plain
- ☐ Cemeteries
- AERIALS**
- ☐ Parks
- ☐ Streams
- ☐ Parcel IDs
- ☐ Soil Data

**CITY BOUNDARIES****LEGENDS**






STATE OF TENNESSEE  
STATE BOARD OF EQUALIZATION  
SUITE 1700  
JAMES K. POLK OFFICE BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-0280  
PHONE (615) 401-7883

March 1, 2013

Memorandum

To: County and city mayors in property tax revalue counties

From: Kelsie Jones, Executive Secretary   
State Board of Equalization

Subject: **Certified tax rate compliance**

Jurisdictions completing reappraisal or value updating programs approved by the State Board of Equalization are required by law to calculate a "certified tax rate" based upon the revalued tax base within the jurisdiction. The rate is calculated at the level which will produce the same property tax revenue from properties previously on the roll as was billed for those properties for the previous year. To insure the integrity of the levy against a legal challenge, please take note of the actions needed to comply with this law.

1. Calculation. You will be provided a calculation form with our estimate of the certified rate through the assessor's office. Note that the law does not permit the rate to be rounded up. Tax rates may be adopted in fractions of a cent but rounding up the certified rate is not permitted. *The form should be returned to this office with your signature and the signature of the assessor.* If you want to submit changes please call first.

2. Determination. The county commission (or city council or board) must officially determine the certified rate. This is done by simple action of the body on motion and second. If the certified rate is sufficient to meet the new budget, the governing body may proceed to adopt the actual tax rate, and no further compliance steps are required. *Please note, some jurisdictions may experience a decline in reappraisal values such that the certified (tax-neutral) rate is actually higher than the year before. This does not change certified rate compliance. If the rate needed for your budget is higher than last year's rate but still lower than the certified (tax-neutral) rate, the city or county may adopt an actual rate higher than last year but lower than the certified rate, without the special*

Page 2  
Memorandum  
March 1, 2013

*newspaper notice and hearing that must normally accompany a levy in excess of the certified rate.*

3. Publication. *If the certified rate will not be sufficient to meet the new budget*, the governing body should direct the clerk to arrange publication of a newspaper notice, "Notice of public hearing to consider whether to exceed the certified tax rate". A sample notice is attached, and should be used.
4. Hearing and adoption of actual tax rate. At the conclusion of the public hearing, the governing body may proceed to adopt the actual tax rate.
5. Documentation. The county or city should send us a copy of the newspaper affidavit of publication within 30 days of publication, and if the certified tax rate is exceeded, we should also be sent a certified copy of the tax rate resolution or ordinance.

This is a brief outline of the process. Please call if we may be of further assistance.

cc: Assessor of Property

Enc.

Example of newspaper advertisement notifying the public of intent to exceed the certified tax rate:

**NOTICE OF INTENT TO EXCEED  
CERTIFIED TAX RATE**

The [County Commission][Board of Mayor and Aldermen] of [county or city] will conduct a public hearing on \_\_\_\_\_, at \_\_\_\_\_ p.m., on the [county's][city's] intent to exceed the certified property tax rate. This public hearing will be held at \_\_\_\_\_. *[Optional: The certified tax rate as defined by T.C.A. §67-5-1701 is \$\_\_\_\_\_ per \$100 of assessed valuation. The City's proposed FY \_\_\_\_\_ budget, if adopted, will require a proposed tax levy of \$\_\_\_\_\_ per \$100 of assessed valuation.]*



RECEIVED  
MAR 18 2013  
BY: ddb 1/73

## Memphis City Council Summary Sheet

1. This request seeks approval of the seven (7) individuals requested to serve as members of the Memphis Tree Board.
2. The initiating party is the Division of Parks and Neighborhoods.
3. This Resolution does not change existing Ordinance.
4. This Resolution does not require a new contract.
5. This Resolution does not require an expenditure of funds.





RECEIVED  
MAR 18 2013  
BY: ddb 1173

***A Resolution to approve the recommendation of seven (7) individuals to serve as members of the Memphis Tree Board.***

**WHEREAS**, the Council of the City of Memphis did pass and approve the ordinance to amend Chapter 34 of the City of Memphis Code of Ordinances to add Article VII to govern the management of public trees and create and establish a Memphis Tree Board; and

**WHEREAS**, the volunteer advisory board provides a framework to advise the administration on the stewardship of public trees, promote public awareness programs on the positive contributions of trees in the community, and foster the process to sustain the annual certification; and

**WHEREAS**, Section 34-2 (b) of the ordinance requires the Mayor of the City of Memphis to appoint seven (7) residents of the City of Memphis as members of this board, three (3) of whom must be certified professional arborist, horticulturalist, or forester, to be approved by the Council; and

**WHEREAS**, the Mayor has submitted the following individuals as consideration for council approval to serve as first term members of this board:

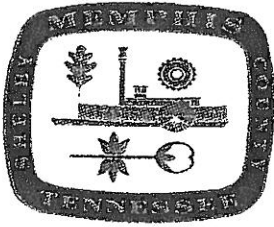
Mark Follis, Ph. D	-ISA Certified Arborist
Wes Hopper	-ISA Certified Arborist
Eric Bridges	-SAF Certified Arborist
Jan Castillo	-Memphis Botanic Garden
Eldra White	-Director of City Beautiful Board
Andree Glenn	-BOMA – Certified RPA, FMA
Christopher O'Brian	-Certified Arborist

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, that this list of individuals is approved to serve as members of the Memphis Tree Board.



## Memphis City Council Summary Sheet

1. Item is a resolution accepting and appropriating the Revenues and Expenditures from the Great American Steamboat Company (GASC) loan repayment proceeds in the amount of \$1,034,206.00.
2. The initiating party is the Division of Housing and Community Development.
3. The resolution is not a change to an existing ordinance or resolution.
4. The resolution will require a new contract.
5. Expenditure of funds/requirement of a budget amendment will be required.



*A resolution accepting and appropriating the Revenues and Expenditures from the Great American Steamboat Company (GASC) loan repayment proceeds in the amount of \$1,034,206.00.*

**WHEREAS**, in a Public Notice proposed to amend Housing and Community Development's Consolidated Plan-FY2012 Annual Action Plan in seeking to advise the City Of Memphis proposal to provide \$1,700,000.00 in a Community Development Block Grant (CDBG) float-fund loan and reprogrammed CDBG funds in the amount of \$1,692,000.00 in the form of a loan totaling \$3,392,000.00 to the Great American Steamboat Company for a "Special Economic Development" project;

**WHEREAS**, on May 17, 2011, the Council of the City of Memphis approved a resolution requiring the Great American Steamboat Company (GASC) to repay the sums provided in a Loan Agreement with the City in the amount of Nine Million Dollars (\$9,000,000.00) over a ten (10) year period;

**WHEREAS**, the City of Memphis, through the Division of Housing and Community Development, in response to the Great American Steamboat Company (GASC) loan repayment agreement established a planning committee to examine the collected payments when received to be allocated and appropriated for other approved community development projects;

**WHEREAS**, the Division of Housing and Community Development has received in Program Income a total of One Million, Thirty-four Thousand, Two Hundred and Six Dollars (\$1,034,206.00) as of March 1, 2013;

**WHEREAS**, the Program Income collected will be allocated and appropriated to Community and Economic Development, Homelessness and Special Needs, HARP, Targeted Single and Multi-Family Housing, and Section 108 Debt Services Projects;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis, that the Program Income generated from the Great American Steamboat Company repayments in the amount of \$1,034,206.00 be accepted by the City of Memphis; and

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2013 Operating Budget be and is hereby amended by appropriating the Revenues and Expenditures from the Great American Steamboat Company repayment in the amount of \$1,034,206.00 as follows:

Project: CD90011-Community & Economic Development  
Fund: 0221  
Expenditure Type: 059600-SMA Laundromat  
Award #: 12567  
Funding Amount: \$180,000

Project: CD90063-TBRA Case Management  
Fund: 0221  
Expenditure Type: 059600-TBRA Case Mgmt  
Award #: 12567  
Funding Amount: \$137,000.00

Project: CD90064-HARP  
Fund: 0221  
Expenditure Type: 059600-SF Rehab  
Award #: 12567  
Funding Amount: \$300,000.00

Project: CD90082-Targeted Single & Multi-Family Hsg  
Fund: 0221  
Expenditure Type: 059600-Payment to Subgrantee  
Award #: 12567  
Funding Amount: \$300,000.00

Project: CD90100-Section 108-Loan Repay  
Fund: 0221  
Expenditure Type: 059600-Section 108 Debt Service  
Award #: 12567  
Funding Amount: \$117,206.00

**TOTAL:** \$1,034,206.00

**E X C E R P T**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**March 7, 2013**

\*\*\*\*\*

The Manager of Procurement and Contracts has recommended to the Board of Light, Gas and Water Commissioners that it award Contract No. 11564, Grounds Maintenance to Vanderbilt Landscaping, in the funded amount of \$496,606.50.

The project scope is to perform mowing and grounds maintenance duties at water pumping stations, electric substations and other Division properties.

The Notice to Bidders was advertised on November 7, 2012. MLGW solicited 13 bids; qualified seven (7) and received four (4) bids on December 18, 2012 with the lowest and best bid being from Vanderbilt Landscaping. The term of this contract is for 12-months with an option of four (4) annual renewals. This award complies with all applicable laws and policies.

The 2013 budgeted amount for Building Services and Ground Grass Mowing is \$1,410,830.00; the amount spent to date is \$40,217.83, leaving a balance of \$1,370,612.17; of which \$372,454.58 will be spent on this contract in the 2013 budget as approved and the remaining \$124,151.92 will be spent in 2014 as proposed.

## **RESOLUTION**

**WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of March 7, 2013, awarded Contract No. 11564, Grounds Maintenance to Vanderbilt Landscaping, in the funded amount of \$496,606.50, approved to the MLGW 2013 budget as approved and 2014 as proposed; and**

**WHEREAS, the project scope is to perform mowing and grounds maintenance duties at water pumping stations, electric substations and other Division properties; and**

**WHEREAS, the Notice to Bidders was advertised on November 7, 2012. MLGW solicited 13 bids; qualified seven (7) and received four (4) bids on December 18, 2012 with the lowest and best bid being from Vanderbilt Landscaping. The term of this contract is for 12-months with an option of four (4) annual renewals. This award complies with all applicable laws and policies; and**

**NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award Contract No. 11564, Grounds Maintenance to Vanderbilt Landscaping, in the funded amount of \$496,606.50, chargeable to the MLGW 2013 budget as approved and 2014 as proposed.**

**RESOLUTION TO PROVIDE A SEVERANCE AND TRANSITION PROGRAM  
FOR MOTOR VEHICLE INSPECTION BUREAU EMPLOYEES WHO ARE SUBJECT  
TO LAYOFF AND APPROVING A TRANSFER FROM THE RESERVE FUND AS  
NEEDED TO COVER COSTS ASSOCIATED WITH PROGRAM**

**WHEREAS**, the Motor Vehicle Inspection Bureau for the City of Memphis has 4 inspection stations (White Station, Lamar, Washington, and Appling stations), 54 employees (33 full time Motor Vehicle employees, 13 part-time employees, and 8 weights and measures employees), and provides annual vehicle safety inspections and emissions testing of motor vehicles. The MVIB also performs weights and measures inspections; and

**WHEREAS**, on August 21, 2012, the City Council approved a resolution to defund the Motor Vehicle Inspection Bureau, with an effective date of July 1, 2013; and

**WHEREAS**, a committee of the Memphis City Council received a presentation by General Services and the sponsors of the original resolution on February 4, 2013. The council received an update and information regarding the defunding and closure of the City's MVIB stations; and

**WHEREAS**, it was disclosed to the Council that the weights and measures program lost \$87,193.51 in 2010, \$125,088.81 in 2011, and \$179,994.81 in 2012; and

**WHEREAS**, it was disclosed to the Council that the closure of the City's MVIB stations will likely result in the State taking over inspections and air quality control duties; and

**WHEREAS**, it was disclosed that the defunding and closure approved by the Council will result in a \$2.8 million annual savings to the City; and

**WHEREAS**, it was disclosed that the defunding and closure approved by the Council will likely result in the layoffs of all 54 employees associated with the MVIB; and

**WHEREAS**, at least 13 of those MVIB employees are eligible for retirement benefits; and

**WHEREAS**, at least another 13 of those MVIB employees are part-time employees; and

**WHEREAS**, the City desires to acknowledge the value of full-time employees who are not eligible for benefits and to lessen the impact of the layoffs.

**NOW, THEREFORE, BE IT RESOLVED** that employees affected by the layoffs should be eligible for participation in a severance and transition program with the following terms:

### 1. Eligibility for Participation in Severance Program

This severance program is available only to full-time employees associated with the Motor Vehicle Inspection Bureau (hereinafter "MVIB"), including employees associated with the Weights and Measures operation, if such employee's position has ended as a result of the City Council's August 21, 2012 decision to cease funding for the MVIB. Furthermore, full-time employees associated with the MVIB who, at the time of separation, are eligible to apply for and receive a pension or retirement benefit for their employment with the City of Memphis are ineligible to participate also in this severance program. Finally, full-time employees who are placed in subsequent employment with the City of Memphis, without regard to whether the employment is comparable to their employment with the MVIB, are ineligible to participate also in this severance program. In cases of dispute, the Mayor (or his designee) shall be the final arbiter of determining which employees fit under these criteria.

### 2. Cash Benefit

Eligible persons shall continue to receive their regularly scheduled pay for up to 10 weeks after the date of separation.

### 3. Insurance Benefit

Eligible persons shall also continue to be enrolled in the City's group health and dental insurance programs, with the City of Memphis responsible for the current employer share of health and dental premiums. Eligible persons would continue to be responsible for the current employee share for insurance programs.

The City would be responsible for the payment of the employer-portion of insurance premiums only if eligible persons were properly enrolled in City insurance programs immediately prior to the date of separation and only if eligible persons continue to pay the employee-portion of insurance premiums. Furthermore, there would no cash value payment option available to affected employees who do not elect to continue coverage after separation of employment. This insurance benefit shall be available to eligible persons for 10 weeks after the date of separation. Continuation in the group health plans through COBRA beyond 10 weeks would require full payment of the premiums by eligible persons.

### 4. Leave Time and Transition Support

Eligible persons shall be eligible for up to 16 hours of leave time to use for job searches and interviews. In order to avoid work coverage problems, eligible persons would also need permission from their immediate supervisor in advance of using leave time for job search activities. Furthermore, the Mayor (or his designee) shall provide transition support as-needed for eligible persons, including, possibly, job training support and notice of relevant opportunities



for permanent employment with City government. The Mayor (or his designee) shall have discretion to decide the scope of transition support.

**BE IT FURTHER RESOLVED** that the FY2013 Operating budget is hereby amended to provide such as resources as are necessary to implement this program.

**BE IT FURTHER RESOLVED** that the provisions of this Resolution are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Resolution shall continue in full force and effect.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect from and after the date it shall have been passed by the City Council.

Lee Harris  
Council Member

Joe Brown  
Council Member

Janis Fullilove  
Council Member